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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 COSTCO WHOLESALE CORPORATION,
9 Plaintiff,

10 v.
11 ARROWOOD INDEMNITY COMPANY,
12 Defendant.

13 NO. C17-1212RSL

14 ORDER DENYING
15 RECONSIDERATION

16 On March 25, 2019, the Court denied plaintiff's request for an award of attorney's fees.
17 Costco sought recovery of the fees incurred in this coverage litigation, arguing that Arrowood's
18 conduct had compelled it "to assume the burden of legal action[] to obtain the full benefit of [its]
19 insurance contract" under Olympic S.S. Co. v. Centennial Ins. Co., 117 Wn.2d 37, 53 (1991).
20 Fully cognizant of the documents cited and arguments raised in the pending motion for
21 reconsideration, the Court disagreed with Costco's assessment, noting that "[w]hether a party is
22 entitled to an award of fees under Olympic Steamship is a question of law" and concluding that
23 "Costco sued to obtain a declaration of coverage, but it was not compelled to do so by
24 Arrowood's conduct." Dkt. # 126 at 21-22. Because the equitable considerations that drove the
25 Olympic Steamship decision did not favor an award of fees in the circumstances presented here,
26 plaintiff's request was denied.

1 Motions for reconsideration are disfavored in this district and will be granted only upon a
2 “showing of manifest error in the prior ruling” or “new facts or legal authority which could not
3 have been brought to [the Court’s] attention earlier with reasonable diligence.” LCR Rule
4 7(h)(1). Plaintiff has not met its burden. The motion for reconsideration (Dkt. # 128) is
5 DENIED.
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8 Dated this 3rd day of May, 2019.

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10 Robert S. Lasnik
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12 Robert S. Lasnik
13 United States District Judge
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